

## **SCHEDULE 7.6.2**

If the Parties have designate on a Service Schedule that the City's Living Wage and Health Benefits provision is to apply, then by executing such Service Schedule, Vendor irrevocably agrees that each person engaged in providing Services to the City, whether direct employees of Vendor, or of any of its Permitted Subcontractors, shall be entitled to protections under the following requirements:

**1. NON-CIRCUMVENTION OF LIVING WAGE REQUIREMENT. AS SET FORTH IN THIS SCHEDULE 7.6.2, THE VENDOR SHALL AGREE TO ABIDE BY, AND CAUSE EACH PERMITTED SUBCONTRACTOR TO ABIDE BY, THE "LIVING WAGE" REQUIREMENTS SET FORTH IN THIS SCHEDULE, INCLUDING THE PROVISION OF INSURANCE AS SET FORTH HEREIN. VENDOR AGREES, AND SHALL CAUSE EACH PERMITTED SUBCONTRACTOR TO AGREE, THAT IT SHALL NOT USE TEMPORARY WORKERS OR PROBATIONARY WORKERS IN AN ATTEMPT TO CIRCUMVENT SUCH LIVING WAGE AND INSURANCE REQUIREMENTS AND THAT AS MUCH AS IS PRACTICAL, ALL PERSONS PERFORMING ANY ACTIVITIES THAT CONSTITUTE A PORTION OF THE SERVICES SHALL BE REGULAR OR SEASONAL EMPLOYEES OF THE VENDOR OR A PERMITTED SUBCONTRACTOR. IN NO EVENT SHALL MORE THAN FIFTEEN PERCENT (15%) OF THE HOURS USED TO PERFORM THE SERVICES BE PROVIDED BY TEMPORARY WORKERS OR ANY PERSON NOT SUBJECT TO THE CITY'S LIVING WAGE AND INSURANCE REQUIREMENTS, EXCEPT FOR PROBATIONARY WORKERS. FURTHERMORE, VENDOR AGREES NOT TO ENGAGE IN A PRACTICE OF TERMINATING PROBATIONARY WORKERS BEFORE THE EXPIRATION OF THE RELEVANT PROBATION PERIOD IN ORDER TO CIRCUMVENT THE LIVING WAGE REQUIREMENT, OR TO WITHHOLD FROM PROBATIONARY WORKERS INFORMATION REGARDING THEIR ELIGIBILITY TO BE ENTITLED TO THE LIVING WAGE REQUIREMENTS SET FORTH HEREIN UPON THE SUCCESSFUL COMPLETION OF THE RELEVANT PROBATIONARY PERIOD.**

**2. LIVING WAGES AND BENEFITS (APPLICABLE TO PROCUREMENTS INVOLVING THE USE OF LABOR).**

**2.2** In order to help assure low employee turnover, quality services, and to reduce costs for health care provided to uninsured citizens, the Austin City Council is committed to ensuring fair compensation for City employees and those persons employed elsewhere in Austin. This commitment has been supported by actions to establish a "living wage" and affordable health care protection. Currently, the minimum living wage for City employees is \$11.00 per hour. This minimum living wage is required for the Vendor's employees (other than Probationary Workers) directly assigned to provide Services under this Agreement. If during the Initial Term or any Extension Period of this Agreement the City shall change, from time to time, the minimum living wage for all City employees, the Vendor shall also comply by changing the minimum living wage for any of its employees directly assigned to provide Services under this Agreement other than Probationary Workers, and causing each Permitted Subcontractor to change the minimum living wage for each of its employees assigned to provide activities that

constitute a portion of the Services, with such change to be effective no later than the end of the month that begins within 30 days of the City's notice of the change in the City's minimum living wage.

**2.3** Additionally, the City provides health insurance for its employees, and for a nominal rate, employees may obtain coverage for their family members. The Vendor and Permitted Subcontractors must offer health insurance at reasonable market rates with optional family coverage for the Vendor's employees, other than Probationary Workers, directly assigned to this Agreement. Proof of the health care plan shall be provided prior to the execution of the relevant Service Schedule.

**3. CERTIFICATION REQUIRED.** The City requires the Vendor and each Permitted Subcontractor to provide a signed certification within five (5) calendar days of contract execution certifying that the employees directly assigned to provide Services under this Agreement other than Probationary Workers will be paid a minimum living wage equal to or greater than \$11.00 per hour (or such other minimum living wage rate as established by the City for all of its employees from time to time) and are offered a health care plan (see Schedule 3, Living Wages and Benefits Vendor Certification). The certification shall include a list of all employees directly assigned to providing Services under this Agreement including their name and job title. The list shall be updated and provided to the City as necessary throughout the term of the Agreement.

**4. DOCUMENTS TO BE MAINTAINED.** The Vendor shall maintain throughout the term of this Agreement basic employment and wage information for each employee as required by the Fair Labor Standards Act (FLSA). Basic employment records shall at a minimum include:

**4.1** employee's full name, as used for social security purposes, and on the same record, the employee's identifying symbol or number if such is used in place of name on any time, work, or payroll records;

**4.2** time and date of week when employee's workweek begins;

**4.3** hours worked each day and total hours worked each workweek;

**4.4** basis on which employee's wages are paid;

**4.5** regular hourly pay rate;

**4.6** total daily or weekly straight-time earnings;

**4.7** total overtime earnings for the workweek;

**4.8** all additions to or deductions from the employee's wages;

**4.9** total wages paid each pay period; and

**4.10** date of payment and the pay period covered by the payment.

**5. PERIODIC CERTIFICATIONS.** The Vendor shall provide with the first invoice and as requested by the City's Contract Manager, individual Employee Certifications for all Vendor and Permitted Subcontractor employees directly assigned to provide Services under this Agreement other than Probationary Workers containing the following (see Schedule 7.6.2.5, Living Wages and Benefits Employee Certification):

**5.1** the employee's name and job title;

**5.2** a statement certifying that the employee is paid at a rate equal to or greater than then-applicable City's minimum living wage established by the City for all of its employees from time to time;

**5.3** a statement certifying that the employee has been offered a health care plan with optional family coverage.

**6. SIGNATURE.** The Vendor and Permitted Subcontractor employee certifications shall be signed by each employee directly assigned to the Agreement.

**7. SUBMISSION.** Vendor shall submit Vendor and Permitted Subcontractor employee certifications quarterly with the respective invoice to verify that employees are paid the living wage throughout the term of the Agreement.

The City's Contract Manager will periodically review the employee data submitted by the Vendor to verify compliance with this living wage provision. The City retains the right to review employee records identified above in this paragraph verify compliance with this provision.

**SCHEDULE 7.6.2.3**

**CITY OF AUSTIN, TEXAS**  
**Living Wages and Benefits Vendor Certification**  
*(Please duplicate as needed)*

Pursuant to the living wages and benefits provision of the Agreement, the Vendor is required to pay to all employees directly assigned to this Agreement that are not Probationary Workers a minimum living wage equal to or greater than \$11.00 per hour.

I hereby certify under penalty of perjury that all of the below listed employees of the Vendor who are directly assigned to this Agreement:

(1) are compensated at wage rates equal to or greater than \$11.00 per hour; and are offered a health care plan with optional family coverage in the same manner as its other employees.

Employee Name      Employee Job Title

(2) all future employees assigned to this Agreement that are not Probationary Workers will be paid a minimum living wage equal to or greater than \$11.00 per hour and offered a health care plan with optional family coverage in the same manner as other employees.

(3) Our firm will not retaliate against any employee claiming non-compliance with the living wage provision.

A Vendor who violates this living wage provision shall pay each employee affected the amount of the deficiency for each day the violation continues. Willful or repeated violations of the provision may result in termination of this Agreement for Cause and subject the firm to possible suspension or debarment.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_\_

Company Name:

Title:

Signature:

Printed Name:

**SCHEDULE 7.6.2.5**

**CITY OF AUSTIN, TEXAS  
Living Wages and Benefits Employee Certification**

Agreement Number: Description of Services:

Vendor Name:

Pursuant to the living wages and benefits provision of the Agreement, the Vendor is required to pay to all employees directly assigned to this Agreement that are not Probationary Workers a minimum living wage equal to or greater than \$11.00 per hour. In addition, employees are required to certify that they are compensated in accordance with the living wage provision. Contractors are prohibited from retaliating against any employee claiming non-compliance with the living wage provision.

I hereby certify under penalty of perjury that I am directly assigned to this Agreement and that I am:

- (1) compensated at wage rates equal to or greater than \$11.00 per hour; and
- (2) offered a health care plan with optional family coverage.

Dated this \_\_\_ day of \_\_\_\_\_, 20\_\_

Company Name:

Title:

Signature:

Printed Name:

(Witness Signature)

(Printed Name)